

St. Georges 100

Z-21-506

334 519

AGREEMENT

WHEREAS, David M. Murray, (hereinafter called "the Owner") owns certain real property in James City County, Virginia, (hereinafter called "the Property") and more particularly described as follows:

All that certain lot, piece or parcel of land situate in James City County, Virginia, more fully shown and described on a plat entitled "DAVID M. MURRAY 363 Acres \pm " said plat being attached hereto and made a part hereof.

WHEREAS, the Owner has applied for rezoning of the Property from the Limited Agricultural District, A-2, to the Limited Residential District, R-1; and

WHEREAS, the County of James City may be unwilling to rezone the Property from the Limited Agricultural District, A-2, to the Limited Residential District, R-1, because the Limited Residential District, R-1, zoning regulations may be deemed inadequate for the orderly development of the Property, because competing and incompatible uses may conflict; and

WHEREAS, more flexible and adaptable zoning methods are deemed advisable to permit the use of the Property; and

WHEREAS, the Owner is desirous of offering certain conditions for the protection of the community that are not applicable to land similarly zoned in addition to the regulations provided for in the Limited Residential District, R-1.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the County of James City rezoning the Property from the Limited Agricultural District, A-2, to the Limited Residential District, R-1, and pursuant to Section 15.1-491.1 et seq of the Code of Virginia, 1950, as amended and Section 20-14.2 et seq of Chapter 20 of the Code of James City County, Virginia, the Owner agrees that in addition to the regulations provided for in

the Limited Residential District, R-1, but subject to the current limitations set forth in the aforesaid Codes, he will meet and comply with all of the following conditions for the development of the Property.

CONDITIONS

1. The Property may be subdivided only in accordance with the then applicable provisions of the Regulations Governing Utility Service adopted by the County's Service Authority, but in no event shall any subdivision of the Property be approved unless and until public water and public sewer are available with adequate capacity to serve that portion of the Property proposed for subdivision.
2. Scenic easements shall be reserved across the Property 145 feet deep, adjacent to and parallel with the center line of Route 5 and 125 feet deep, adjacent to and parallel with the center line of Route 614. Existing trees, shrubbery and vegetation within said scenic easements shall remain "as is" provided, however, the Owner shall have the right to install and construct over, under, across and thru the scenic easements such new entrance roads, drainage structures, storm water management facilities, utilities and entrance signs, as may be necessary, in accordance with the terms of this Agreement and approved by the Subdivision Review Committee of the County's Planning Commission.
3. Only two (2) additional entrance roads to the Property shall be permitted, one (1) on Route 5 and one (1) on Route 614.
4. The Owner, at his expense, shall cause to be designated that portion of the Property constituting a "Conservation Area" as defined by the County's Comprehensive Plan then in effect, which designation shall be reviewed and approved by the County.
5. Existing trees, shrubbery and vegetation within said Conservation Area shall remain "as is" provided, however, the Owner shall have the right to install and construct over, under, across and thru the Conservation Area such new roads, drainage structures, storm water management facilities, utilities and entrance signs, as may be necessary, in accordance with the terms of this Agreement and approved by the Subdivision Review Committee of the County's Planning Commission.
6. The Owner shall cause to be prepared for review and approval by the County a Phase I and Phase II, as appropriate, archaeological study for each portion of the Property proposed for subdivision, but only when, as and if subdivision plans are submitted to the Subdivision Review Committee. A Phase I study shall include reconnaissance, systematic surface collection and shovel test pits every 90 - 150 feet. A Phase II study shall include shovel test pits every 25 - 40 feet with site identification and examination as appropriate.
7. The Owner, at his expense, shall cause to be prepared, a comprehensive drainage study of the Property for review and approval by the County.

8. Upon approval of the drainage study, the Owner shall be obligated to incorporate the recommendations of the study in the subdivision of the Property and submit an implementation schedule to the County.
9. Upon the approval by the County of the implementation schedule, the Owner may, upon compliance with the aforesaid conditions and all applicable ordinances then in effect, proceed with subdivision of a portion of the Property but such portion of the property proposed for subdivision shall not exceed the greater of ten percent (10%) of the gross acreage of the Property or thirty five (35) acres. The remaining portion of the Property ("the Remainder Of the Property") may be subdivided when, as, and if, the Owner complies with the following conditions.
10. Prior to the approval of any subdivision of the Remainder Of The Property: (a) the Owner shall set aside that portion of the Remainder Of The Property required by and in accordance with Section 17-43 of the James City County Code and (b) the Owner, at his expense, shall cause to be prepared a comprehensive traffic study of the Remainder Of The Property for review and approval by the County.
11. Upon approval by the County of the traffic study, the Owner shall be obligated to incorporate the recommendations of the study in the subdivision of the Remainder Of The Property and submit an implementation schedule to the County.
12. Upon the approval by the County of the implementation schedule, the Owner may, upon compliance with the approved implementation schedule and all other applicable ordinances then in effect, proceed with the subdivision of the Remainder Of The Property.

David M. Murray (SEAL)
DAVID M. MURRAY

STATE OF VIRGINIA

CITY/COUNTY OF Newport News, to-wit:

The foregoing instrument was acknowledged before me this 19 day of December, 1986, by David M. Murray.

Carly Dancy
Notary Public

VIRGINIA: City of Williamsburg and County of James City, to wit: My commission expires: 11-29-88

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the 18 day of March, 1987 this Agreement was presented with certificate annexed and admitted to record at 3.53 o'clock -3-

Tested: Helene S. Ward, Clerk
by Helene S. Ward
Deputy Clerk

FLAT RECORDED IN
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